

## 1 UNITED STATES DISTRICT COURT

## 2 DISTRICT OF NEVADA

3 BOINK SYSTEMS, INCORPORATED, and  
4 ASAI PROCESSING SERVICES, INC.,

5 Plaintiffs,

6 vs.

7 LAS VEGAS SANDS CORPORATION,

8 Defendant.

CASE NO. 08-cv-00089-RLH-GWF

## AMENDED JUDGMENT

9 The Court, having reviewed and considered: (1) the Motion to Correct and Amend  
10 Judgment (Doc. #209) filed by Plaintiffs Boink Systems Incorporated ("BSI") and ASAI  
11 Processing Services, Inc. ("ASAI Processing", and collectively with BSI, the "Plaintiffs"), no  
12 opposition thereto having been filed by Defendant Las Vegas Sands Corp. ("LVS"); (2)  
13 Defendant Las Vegas Sands' Post-Judgment Motion (Doc. #212), the Opposition thereto (Doc.  
14 #218) filed by Plaintiffs, and LVS' Reply to Plaintiffs' Opposition (Doc. #220); and (3) Plaintiffs'  
15 Bill of Costs (Doc. #208), no opposition thereto having been filed by LVS; having heard  
16 argument of counsel for the parties at the May 3, 2011 hearing on the foregoing; pursuant to  
17 Federal Rules of Civil Procedure ("FRCP") 49(b)(3), 54(d), 58, 59(e), and 60(a) and the Minute  
18 Order of the Court entered May 3, 2011 (Doc. #222), and good cause appearing therefore,

19 IT IS HEREBY ORDERED, DECREED AND ADJUDGED that the Judgment in a Civil  
20 Case (the "Judgment") entered by the Clerk March 2, 2011 (Doc. #203) is amended as follows:

21 (1) Judgment is entered in favor of Plaintiff Boink Systems, Inc. ("BSI") as to its  
22 breach of contract claim against Defendant Las Vegas Sands Corp. ("LVS"), and BSI is awarded  
23 damages against LVS in the amount \$1,260,000.00 on said claim.

24 (2) Judgment is entered against BSI on its claims for breach of the implied covenant  
25 of good faith and fair dealing and negligent misrepresentation against LVS.

26 (3) Judgment is entered in favor of Plaintiff ASAI Processing Services, Inc. ("ASAI  
27 Processing") as to its breach of contract claim against LVS, and ASAI Processing is awarded  
28 damages against LVS in the amount of \$342,000.00 on said claim.

(4) Pursuant to FRCP 49(b)(3)(A) and FRCP 58, Judgment is entered against ASAI Processing as to its claims for breach of the implied covenant of good faith and fair dealing and negligent misrepresentation against LVS.

(5) Pursuant to FRCP 49(b)(3)(A) and FRCP 58, Judgment is entered against LVS on its counterclaim for breach of contract against BSI.

(6) Judgment is entered against LVS on its counterclaims for breach of the implied covenant of good faith and fair dealing and negligent misrepresentation against BSI.

(7) Pursuant to FRCP 54(d)(1), Plaintiffs are awarded costs in the amount of \$2,725.18.

(8) Pursuant to Nevada Revised Statutes § 17.130, Plaintiffs are awarded pre-judgment interest against LVS in the amount of \$205,155.60.

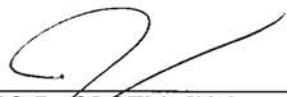
(9) Pursuant to 28 U.S.C. § 1961, Plaintiffs are awarded post-judgment interest against LVS on the judgment amount of \$1,809,988.07 from the date of entry of this Amended Judgment until satisfaction by LVS.

IT IS SO ADJUDGED this 20th day of May, 2011.

  
UNITED STATES MAGISTRATE JUDGE

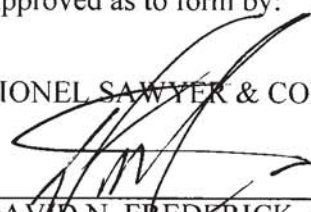
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